

## West Valley City Exhibit Agreement

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**THIS AGREEMENT** (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between West Valley City, a municipal corporation of the State of Utah (the “City”), and Dollores Shelledy (“Artist”); collectively the City and Dollores Shelledy are referred to as the “Parties.”

### **W I T N E S S E T H :**

**WHEREAS**, West Valley City is pleased to have the opportunity to exhibit a fine art collection provided by Dollores Shelledy tentatively entitled, “*The Wild Life of Dollores Shelledy*” (the “Collection” or the “artwork”), at the Utah Cultural Celebration Center (“UCCC”), which shall be open to the public; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the parties agree as follows:

### **A G R E E M E N T :**

1. **Artist’s Obligations.** Artist shall loan artwork to the UCCC and shall provide an itemized master list of the artwork received, as well as corresponding values for each piece. This list shall be attached hereto as Exhibit “A.”
2. **City’s Obligations.**
  - a. **Insurance:** The City agrees to insure the artwork described in Exhibit “A” for direct physical loss for the exhibit period only.
  - b. **Security:** The City agrees to provide security for the artwork in the form of locked gallery doors and gates when the UCCC is closed and 24-hour security cameras.
  - c. **Exhibit Construction, Dismantling, Gallery Space:** The City agrees to provide, at its own expense, the necessary resources for the display of the Collection, including, but not limited to: lighting, props, labor, signage and other materials necessary to ensure the quality of the exhibit. The City also agrees to provide, at its expense, the necessary labor and materials for the dismantling of the Collection.
  - d. **Photographs:** The UCCC agrees that no photographs of the artwork, or its unpacking, installation, dismantling or repacking will be allowed unless specifically for publicity and promotional purposes of the UCCC, or to document loss, damage or destruction of artwork for an insurance claim.
3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall terminate on September 3, 2008 or after the Collection has been dismantled.
4. **Exhibit Tickets, Entry Fees and Compensation.**

- a. Tickets: The exhibit shall be free for the public; there shall be no ticket sales to enter the Show.
  - b. Compensation: West Valley City shall pay Artist \$0 for loan of the artwork listed in Exhibit "A" of this Agreement.
  - c. Art Sales: The UCCC shall receive thirty percent (30%) of the net proceeds of any artwork sold during the exhibit period. Documentation of the gross sales of the artwork sold shall be provided to the UCCC at the same time as payment of the proceeds.
5. Transport. Artist shall be responsible for the transport of the artwork to the UCCC and from the UCCC.
6. Exhibit Period. The exhibit shall open on July 1, 2008 and close on September 3, 2008.
7. Indemnification.
  - a. City agrees to indemnify, hold harmless and defend Artist and his agents and employees against any liabilities, loss or damage suffered as a result of any third party claim, demand, or action arising out of the *negligence or willful misconduct of City* in the performance of its obligations under this Agreement, so long as such acts or omissions do not arise out of instructions, negligence or the willful act of Artist or his agents or employees.
  - b. Artist agrees to indemnify, hold harmless and defend the City, and its agents, contractors, employees and volunteers against any liabilities, loss or damage suffered as a result of any third party claim, demand, or action arising out of the negligence or willful misconduct of Artist or his agents or employees in the performance of its obligations under this Agreement, so long as such acts or omissions do not arise out of the City's own negligence or willful act.
8. Limited Liability.

The City shall not be held liable for damages exceeding the policy limits described in 2(a) of this Agreement **or for any loss, damage or theft not covered by the City's insurance.** The liability of the City is limited to One Thousand Dollars (\$1,000.00), which constitutes the City's insurance deductible. Any claim made against the City for a direct physical loss must be made before the damaged piece or pieces from the Collection are loaded for delivery at the conclusion of the exhibit. The City shall not be liable for any damages or losses to the Collection while the Collection is in transit to the UCCC. After the Collection is loaded for delivery, all claims against the City for a direct physical loss shall be waived. This Section shall survive the termination of this Agreement.
9. Maintenance of Art Work. The City shall not clean, repair, retouch or alter in any way the artwork while it is displayed at the UCCC.

10. **Subcontract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
11. **Cancellation.** The UCCC may cancel or modify its intention to display the Collection upon written notice to Artist.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment signed by both parties.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Artist:                      Dollores Shelledy  
                                            PO Box 27084  
                                            SLC, UT 84127

Alt. Contact: Dave Shelledy  
801-913-6425

If to the City:                      Utah Cultural Celebration Center  
                                            Attn: Michael Christensen  
                                            1355 West 3100 South  
                                            West Valley City, Utah 84119  
                                            Telephone: (801) 965-5108  
                                            Facsimile: (801) 965-5111  
                                            mchristensen@wvc-ut.gov

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**WEST VALLEY CITY**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Artist**

State of \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

## Exhibit “A”

1) The Penguins	\$11,000
2) Panda	\$18,000
3) Warthog	\$13,000
4) Black Bears	\$5,000
5) Ostrich	\$28,000
6) Tiger & Cub	\$11,000
7) Walrus & Calf	\$46,000
<b>TOTAL:</b>	<b>\$132,000</b>